



john@ploegandbrown.com

From: john@ploegandbrown.com
Sent: Friday, February 2, 2024 6:17 PM
To: hatchd@butzel.com
Subject: FW: Jenkins
Attachments: Promissory Note (signed).pdf; Ploeg Invoices.pdf

Please see attached and the email below from the attorney for Deleeuw Lumber.

I paid David \$190,000.00, for the lumber last May. Deleeuw supplied \$173,020.73 worth of the lumber for our house and was paid \$0 by David. To date, David never paid Deleeuw. Deleeuw contacted me about it on 10/17/2023 which was the first time a supplier or contractor contacted me about not getting paid. I reached out to Jenkins to inquire as to why the lumber was not paid. Jenkins informed me that he had a discrepancy on the invoice and he was "working it out" with Deleeuw but would send a check the following week. Jenkins then had his attorney send Deleeuw a letter telling them not to contact me. Jenkins then falsely told Deleeuw that he would be making another "draw" from me the following January and would pay for the lumber then. (Not true because I had already prepaid for most of the work on the house and David never used the money to advance the project so why would he get another draw?!?). Another misrepresentation about promising to pay in order to avoid or delay making payments.

This is more evidence that Jenkins used the Builder Trust Funds for some other purpose and does not have the money any longer.

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--- CONFIDENTIAL COMMUNICATION ---

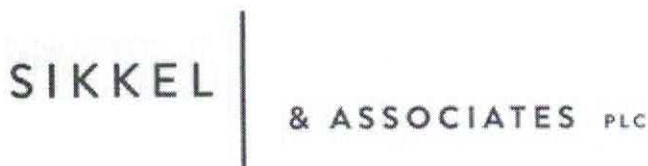
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From: Bill Sikkel <BSikkel@sikkellaw.com>
Sent: Wednesday, January 31, 2024 4:57 PM
To: john@ploegandbrown.com
Subject: Jenkins

John:

As mentioned to you on our call today, when Jenkins failed to pay the invoices for materials on your house my client had contacted him about being behind. His attorney then sent a letter claiming we were interfering with his business relationships. I got involved at that point and informed them that we would be bringing suit if not paid promptly. Jenkins represented that he was getting paid in January and offered to personally guarantee payment if we would wait until January. Jenkins signed the attached promissory note. Not surprisingly, he failed to make the January payment and is now in default. More empty promises.

Let me know if you have any questions.



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PROMISSORY NOTE

\$173,020.73

November 28, 2023

FOR VALUE RECEIVED, Jenkins Estates, LTD, a Michigan corporation, whose address is 400 76th Street SW Ste 14, Byron Center, MI 49315 (the "**Borrower**") promises to pay to the order of DeLeeuw Lumber Company, a Michigan corporation whose address is 80 W Lakewood Blvd, Holland, MI 49424 (the "**Lender**"), at such place as the Lender shall designate from time to time, the principal sum of One Hundred Seventy Three Thousand Twenty and 73/100 Dollars (\$173,020.73) with interest from the date of this Note on the remaining unpaid principal balance at a rate per annum of One and One-Half percent (1.5%) per month until maturity, but subject to adjustment as stated below.

Borrower shall pay Lender the entire unpaid balance, including any accrued interest and any other amounts due under this Note, on or before January 15, 2024. Borrower may prepay all or any portion of this Note at any time without penalty.

In establishing the interest rate on this Note, it is not the intention of the parties to violate the Michigan usury law or any other applicable law. To that end, in no event shall the interest charged or received under this Note at any time exceed the maximum interest rate permitted under applicable law. Payments received by Lenders under this Note which would otherwise cause the interest to exceed the maximum interest rate shall, to the extent of the excess, be deemed prepayments of principal on the Note.

This Note is secured by the personal guaranty of David Jenkins.

In the event the Borrower fails to make any payment on this Note, or any installment of it, when due, this Note shall be in default and the interest rate on the unpaid balance of this Note shall be 2% per year above the applicable interest rate on the Note while it remains in default. Also, any payment not paid within 5 days of the date when it is due will be assessed a one-time late charge of 5%. The late charge shall be due and payable immediately upon the occurrence of the default. Lender agrees not to lien any property related to the funds that are the basis of this Note unless or upon Default by Borrower, in which case any lien allowed by law may be entered.

The Borrower further agrees upon its failure to make payment on this Note, or any installment of it, when due, the full amount of the principal sum and interest on the Note shall at once become due and payable without notice at the option of the Lenders of this Note. The Borrower agrees to pay reasonable legal fees (actual not limited to statutory), court costs and disbursements in the event the Borrower fails to make any payment as provided in this Note and it becomes necessary for the Lender to take legal action for the collection of this Note.

The Borrower waives demand and presentment for payment, notice of nonpayment, protest and notice of protest, and diligence in collecting and bringing suit for collection of the Note, and agrees to all extensions and partial payments with or without notice, either before or after maturity.

BORROWER:

Jenkins Estates, LTD

By: 

David Jenkins
Its President

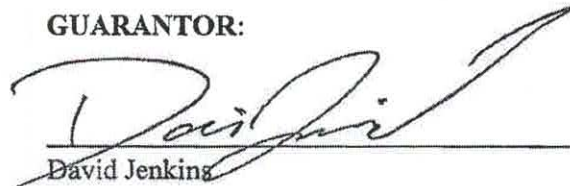
GUARANTY

David Jenkins ("Guarantor") unconditionally guarantees the prompt payment of the Note above and consent that the terms and conditions of the Note may be changed or time of principal or interest payments extended upon agreement of Borrower and Lender without notice to or further consent by me. Guarantor agrees to remain bound upon this guaranty regardless of any such change or extension. Guarantor waives demand and presentment for payment, notice of acceptance, notice of nonpayment, protest and notice of protest, any failure of the Lender to protect its interest in any security, diligence in collecting and bringing suit for collection of the Note and notice of acceptance of this guaranty. This is a guaranty of performance and payment. It is not a guarantee of collection.

This guaranty is given in order to induce the Lender to extend the credit in the Note. The Guarantor acknowledges that the Lender would not extend the credit in the absence of this guaranty.

Dated: November 28th, 2023

GUARANTOR:

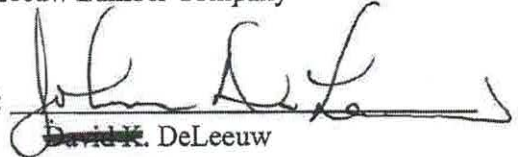

David Jenkins

The above Guaranty is hereby accepted by Lender.

LENDER:

DeLeeuw Lumber Company

BY:

A handwritten signature in black ink, appearing to read "David H. DeLeeuw", written over a horizontal line.

~~David H.~~ DeLeeuw
Its President